

RECORDATION NO. 18066-N

FILED 1425

JUN 29 1994 - 11:15 AM

INTERSTATE COMMERCE COMMISSION

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

0100296038

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 18066-0

FILED 1425

JUN 29 1994 - 11:15 AM

INTERSTATE COMMERCE COMMISSION

June 27, 1994

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11903(a) are two fully executed and acknowledged copies of each of 1) a Lease Supplement (Santa Fe Trust No. 1992-2) No. 7, dated as of June 29, 1994 and 2) an Indenture Supplement No. 7, dated as of June 29, 1994, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to document filed and recorded on December 30, 1992 under Recordation Numbers 18066 and 18066-A.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement (Santa Fe Trust No. 1992-2) No. 7

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 61073

Mr. Sidney L. Strickland, Jr.

June 29, 1994

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Indenture Supplement No. 7

Debtor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached to Lease Supplement No. 7.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/29/94

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvoed and Alvord
918 16th St., NW., Ste. 200
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 6/29/94 at 1:15PM , and assigned
recording number(s). 18066-N and 18066-O.

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18066-0 FILED 1425
JUN 29 1994 -1 15 PM
INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT NO. 7
AND RELEASE OF CERTAIN UNITS

INDENTURE SUPPLEMENT NO. 7 AND RELEASE OF CERTAIN UNITS, dated as of June 29, 1994 (the or this "Indenture Supplement"), between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (Santa Fe Trust No. 1992-2), dated as of December 15, 1992 (the "Trust Agreement") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Units which are being subjected to the Indenture by having attached thereto a copy of the related Lease Supplement and shall specifically submit such Units to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Units described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof; and

WHEREAS, certain Units (as hereinafter described) have suffered an Event of Loss and are to be released from the Lien of the Indenture pursuant to Section 5.1(b) thereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on, each Series of Trust Certificates from time to time Outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred,

conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A; (ii) the Lease and the Lease Supplement relating hereto and all Rent thereunder with respect to the Units, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be made by the Lessee thereunder with respect to such Units; and (iii) all Bills of Sale delivered in connection therewith, including without limitation, all covenants and warranties in favor of the Owner Trustee under the Bills of Sale, whether now owned or hereafter acquired.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING any and all Excepted Property now existing or hereafter arising.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

The Indenture Trustee hereby releases all liens and security interests that it may have under the Indenture or otherwise in (a) Unit numbered 2630 (for the purposes of this Supplement, the "Terminated Units"); (b) the Lease, the Purchase Agreement, the Purchase Agreement Assignment and all Bills of Sale, but in each case ONLY insofar as it relates to any of the Terminated Units; (c) all rents, issues, profits, revenues and other income of any of the Terminated Units; and (d) all insurance proceeds and other proceeds with respect to any of the Terminated Units, including proceeds arising out of or in connection with the Events of Loss relating to the Terminated Units. The Indenture Trustee agrees that it will, upon the request and at the expense of the Lessee, execute such further instruments or documents as may be reasonably necessary or desirable to accomplish the foregoing release.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

This Indenture Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Indenture Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Units referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee, and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Indenture Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Owner Trustee

By 
Name: DAVID A. VANASKEY, JR.
Title: Senior Financial Services Officer

HARRIS TRUST AND SAVINGS BANK, not
in its individual capacity,
except as otherwise provided, but
solely as Indenture Trustee

By _____
Name: _____
Title: _____

This Indenture Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Indenture Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Units referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

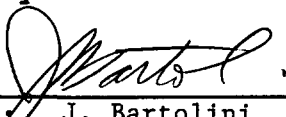
Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee, and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Indenture Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Owner Trustee

By _____
Name: _____
Title: _____

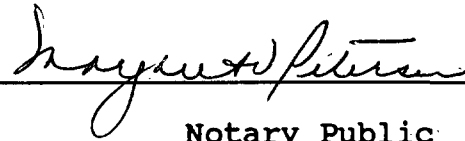
HARRIS TRUST AND SAVINGS BANK, not
in its individual capacity,
except as otherwise provided, but
solely as Indenture Trustee

By  _____
Name: J. Bartolini
Title: Vice President

STATE OF DELAWARE)
COUNTY OF New Castle)

SS

On this 24th day of June, 1994, before me personally appeared DAVID A. VANASKY, JR. to me personally known, who being by me duly sworn, said that (s)he is Senior Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

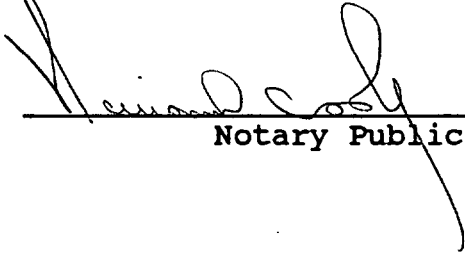
[NOTARIAL SEAL]

MARGARET V. PETERSEN
NOTARY PUBLIC

My commission expires: ~~My Commission expires August 23, 1995~~

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

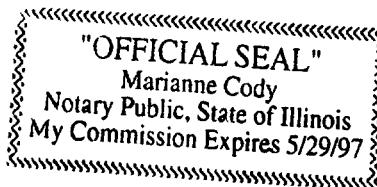
On this 27th day of June, 1994, before me personally appeared J. Bartolini to me personally known, who being by me duly sworn, said that (s)he is a Vice President of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____



AUTHORIZATION, CONSENT AND AGREEMENT

BA Leasing & Capital Corporation (the "Owner Participant") hereby authorizes and directs the Owner Trustee (as hereinabove identified) to execute and deliver the foregoing Indenture Supplement No. 7 and Release of Certain Units (the "Indenture Supplement"), and the execution and delivery thereof is hereby ratified, approved and confirmed by the Owner Participant. In order to induce Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement referred to in the Indenture Supplement (the "Owner Trustee") and Harris Trust and Savings Bank, not in its capacity, except as otherwise provided, but solely as Indenture Trustee under the Trust Agreement referred to in the Indenture Supplement (the "Indenture Trustee"), to execute, deliver and perform the Indenture Supplement, the Owner Participant hereby (i) warrants that the Terminated Units (as defined in the Lease Supplement; and unless otherwise defined herein, capitalized terms used herein shall have the same meanings when used herein as such terms have in the Lease Supplement) are free of all Lessor's Liens attributable to the Owner Participant, and (ii) quitclaims the Terminated Units to the Lessee.

As of June 29, 1994.

BA LEASING & CAPITAL CORPORATION

By: _____
Name: Sara Fitch
Title: Vice President

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 7
AND TERMINATION OF CERTAIN UNITS

Dated as of June 29, 1994

between

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 7
AND TERMINATION OF CERTAIN UNITS

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 7 AND TERMINATION OF CERTAIN UNITS dated as of June 29, 1994 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (as heretofore amended by that certain Amendment No. 2 to Participation Agreement (Santa Fe Trust No. 1992-2), Amendment No. 1 to Equipment Trust Certificate Purchase Agreement, Amendment No. 1 to Equipment Lease Agreement, Amendment No. 1 to Trust Indenture and Security Agreement, Amendment No. 2 to Certain Appendices A, Undertaking to Make Special Payment of Basic Rent and Waiver No. 1 under Equipment Lease Agreement, dated as of January 17, 1994, and supplemented, by that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 1, dated December 30, 1992, that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 2, dated March 31, 1993, that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 3, dated April 30, 1993, that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 4, dated May 28, 1993, that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 5, dated as of June 1, 1993, and that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 6 and Termination of Certain Units, dated as of February 11, 1994 the "Lease"); and unless otherwise defined herein, capitalized terms used herein and in the Authorization, Consent and Agreement set forth at the foot hereof shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof; and

WHEREAS, certain of the Units under the Lease have been destroyed and Lessee and Lessor desire to replace the destroyed Units;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto, which Units are substituted for the Terminated Units (as hereinafter defined).

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Lessee's Further Warranty. The Lessee hereby represents and warrants that as of the date hereof and immediately prior to the effectiveness hereof the Units listed on Schedule 1 hereto: (a) are free and clear of all Liens (other than Permitted Liens of the type described in clauses (ii) and (iv) of the definition thereof); and (b) have a Fair Market Value, utility, remaining economic useful life, residual value and are in condition at least equal to the Terminated Units (assuming each Terminated Unit had not suffered an Event of Loss and was in the condition required to be maintained by the terms of the Lease).

5. Release. The Lessor hereby terminates the Lease insofar as the Unit numbered 2630 (for the purposes of this Supplement, the "Terminated Units") are concerned, such Terminated Units having suffered an Event of Loss. In furtherance of the foregoing, the Lessor does hereby transfer to the Lessee all right, title and interest of the Lessor in and to each of the Terminated Units, "as-is" and "where-is", without recourse or warranty, except that the Lessor hereby represents and warrants unto the Lessee that each of the Terminated Units is free of all Lessor's Liens attributable to the Owner Trustee or the Bank in its individual capacity.

6. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

7. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

8. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. Counterparts. This Lease Supplement and the Authorization, the Consent and Agreement set forth at the foot hereof may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

10. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity
(except as expressly set forth in
Section 5 above), but solely as
Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: L. Steven Vollmer
Title: Assistant Vice President
- Finance

CORPORATE SEAL

Attest:

By: _____
Name: Craig N. Smetko
Title: Assistant Secretary

STATE OF DELAWARE)
) SS
COUNTY OF)

On this _____ of June, 1994, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of June, 1994, before me personally appeared L. Steven Vollmer and Craig N. Smetko, to me personally known, who being by me duly sworn, say that they are Assistant Vice President - Finance, and Assistant Secretary, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

AUTHORIZATION, CONSENT AND AGREEMENT

BA Leasing & Capital Corporation (the "Owner Participant") hereby authorizes and directs the Lessor (as hereinabove identified) to execute and deliver the foregoing Lease Supplement (Santa Fe Trust No. 1992-2) No. 7 and Termination of Certain Units (the "Lease Supplement"), and the execution and delivery thereof is hereby ratified, approved and confirmed by the Owner Participant. In order to induce The Atchison, Topeka and Santa Fe Railway Company (the "Lessee") and Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement referred to in the Lease Supplement (the "Owner Trustee"), to execute, deliver and perform the Lease Supplement, the Owner Participant hereby (i) warrants that the Terminated Units (as defined in the Lease Supplement; and unless otherwise defined herein, capitalized terms used herein shall have the same meanings when used herein as such terms have in the Lease Supplement) are free of all Lessor's Liens attributable to the Owner Participant, and (ii) quitclaims the Terminated Units to the Lessee.

As of June 29, 1994.

BA LEASING & CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE 1

New Units Subject to the Lease

RACK NUMBER

ATSF 3641

Total: 1